

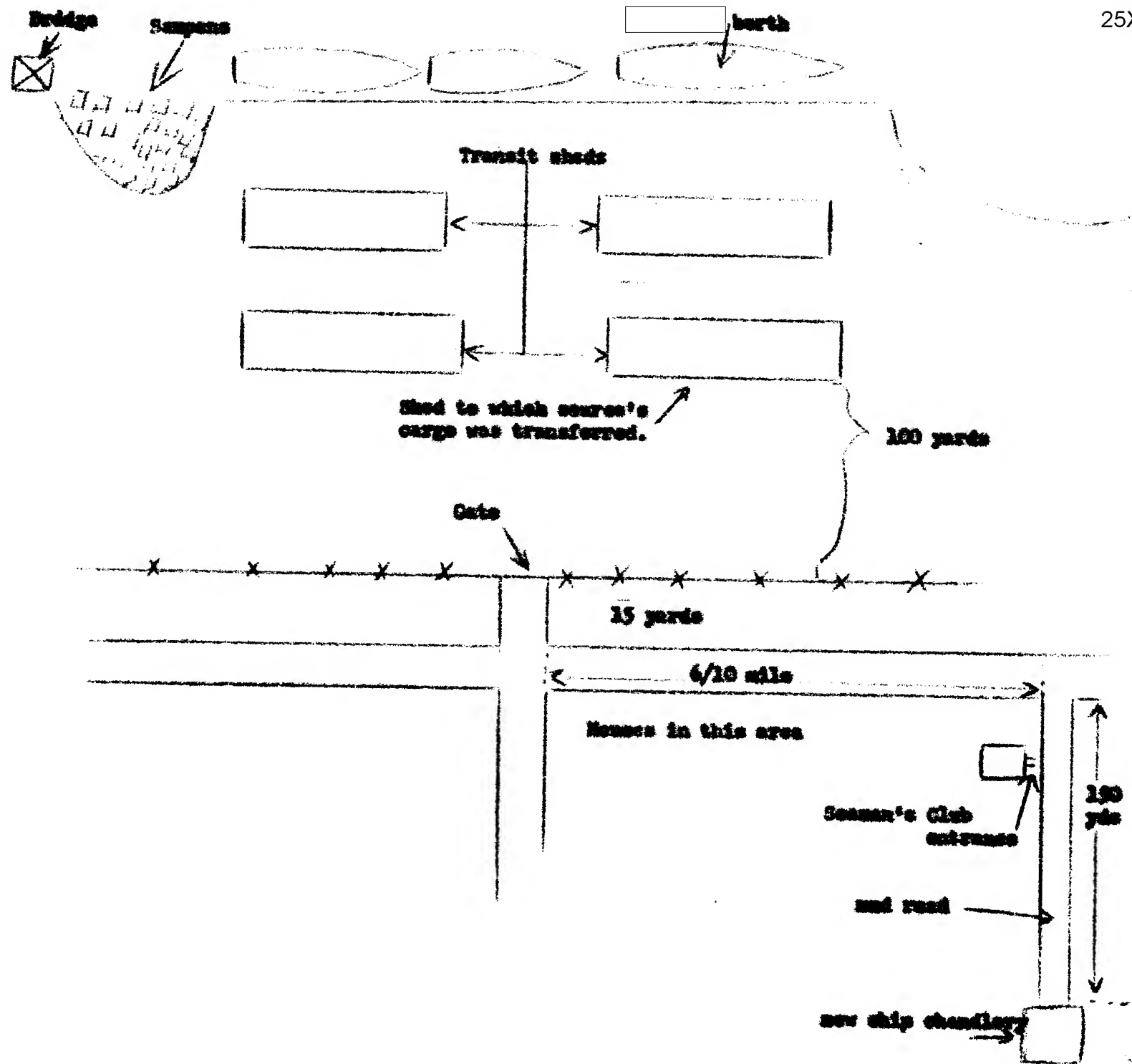
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TRANSLATION.

REGULATIONS OF AGENCY SERVICE
OF
CHINA OCEAN SHIPPING AGENCY

(With General Arrangement of Supply for Foreign Ships)

1st January, 1955.

中國外輪代理公司代理業務章則

(附代辦外輪供應辦法)

一九五五年一月一日

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ADDRESSES

Head Office:	Telegraphic Address
1, Pei Ping Ma Ssu, Chiao Tao Kow, Peking	PENAVICO PEKING
Branches:	
Harbour Building, Chunshan Ward, Dairen	.. DAIREN
26, Kwangming Road, Chinwangtao	.. CHIN- WANGTAO
No. 8 Wharf, Tangku Tientsin	.. TANGKU, TIENTSIN
10 Tse Ta Road, Chefoo	.. CHEFOO
37, Kuantao Road, Tsingtao	.. TSINGTAO
27, Chung Shan Road, E. 1, Shanghai	.. SHANGHAI
Shing Yih Hsing Tsun, Whampoa, Canton	.. CANTON
Offices:	
26, Shang Ping Road, Swatow	.. SWATOW
103, Te Sung Sa, Hoihow	.. HOIHOW
Yulinkong, Hai Nan Tao	.. YULIN- KONG
Saying, Tsamkong	.. TSAMKONG

TRANSLATION.

REGULATIONS OF AGENCY SERVICE
OF
CHINA OCEAN SHIPPING AGENCY

(Promulgated January 1st, 1955.)

I. General Provisions.

Art. 1. Agent as hereinafter mentioned in these regulations is the China Ocean Shipping Agency and their branch offices at various ports in China, while Principal denotes Foreign Shipowners, Steamship Companies, Charterers, Shippers and/or their respective representatives.

Art. 2. Both Principal and Agent shall act in accordance with the terms herein stated in the appointment and performance of Agency service.

Art. 3. The relationship of agency between Principal and Agent may be established in conformity with the terms herein contained only when Principal's signed letter or telegram of appointment has been accepted by Agent. Long-term agency relations may be stipulated in conformity with the regulations in a separate contract.

Art. 4. Principal shall be responsible for all acts and expenses of ships under contract of agencyship at Chinese ports unless the acts and expenses are proved to be caused by Agent's fault.

II. Scope of Business.

Art. 5. Agencyship for single voyage: In this case, the Agency is appointed by Shipowners and/or Charterers to attend to a particular ship as an

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agent for a single voyage. Main services to be rendered are as follows:—

- (1) Formalities of ship's entry and clearance, including:
 - a. applying to Customs and Harbour Authorities for clearance and inspection,
 - b. making arrangements for berthing, piloting and tugging.
- (2) Arrangement for supply of fuel and materials for ship's use, including:
 - a. provisions, cleaning materials, etc.,
 - b. fuels, stores, fresh water, implements, tools, materials, etc.,
 - c. materials, spare parts, etc., for ship's repairs.
- (3) Special services requested by Principal:
 - a. making arrangements for handling cargoes, including: loading, discharging, lightering, storing, receiving and dispatching, tallying, settling claims, supervising loading, surveying, inspecting and testing, certifying, reconditioning, repacking, etc.,
 - b. booking cargoes, collecting freights, issuing passenger tickets, arranging through shipments, collecting COD, etc.,
 - c. arranging inspection, fumigation, cleansing of cargo holds, etc.,
 - d. other services customarily done by ship's Agent in regard to the handling of cargoes.

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- (4) Arrangement of ship's repairs and/or surveys, including:

- a. special surveys and repairs,
- b. minor emergency repairs,
- c. survey of ship's hull, boilers, engines, auxiliary machinery and installations.

- (5) Others: including arrangement of insurance, delivery and re-delivery of chartered ships, and certification of marine accidents.

Art. 6. Long-term Agencyship: Long-term agencyship pertains to agency services to be performed for steamship companies. In addition to services provided for in Art. 5, Agent shall perform the following services for steamship companies in Chinese ports:—

- (1) disposing matters concerning shipping and accounts,
- (2) settling claims and General Averages,
- (3) arranging for shipping contracts and charter-parties, purchases and sales of vessels, etc.

The above mentioned agency services may be arranged by separate contract in accordance with the terms and conditions stated in these regulations.

Art. 7. Such Principal as mentioned in Art. 6 should send to Agent a monthly plan for shipping (including ship's name and flag, port of destination, scheduled date of arrival, quantity of cargo to be loaded and/or discharged, draft loaded, and

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ship's length) on or before the 20th of the preceeding month in order to enable Agent to have the plan embodied into the working schedule of the various ports concerned.

III. Reciprocal Responsibilities.

Art. 8. Principal shall inform Agent of the following particulars 10 days before ship's expected date of arrival:—

- (1) ship's name and flag,
- (2) shipowner's name, address, and telegraphic address,
- (3) gross tonnage, nett tonnage, and measurement capacity,
- (4) number of holds and hatches, number of derricks for each hatch, and actual carrying capacity of respective derricks,
- (5) length of ship,
- (6) tons per inch of immersion and draft loaded,
- (7) speed,
- (8) colour and mark of hull, funnel, bridge, mast, etc.,
- (9) call sign,
- (10) name and nationality of Master, number of crew and their respective nationality,
- (11) last foreign port of call, and
- (12) expected date of arrival.

Requirement of dunnage wood, mats, materials for ventilation, fuel, stores, etc., should be transmitted to Agent at the same time as the above.

Art. 9. Principal shall advise Agent at the port of destination of ship's expected date of arrival together with her fore and aft drafts 72 hours beforehand so as to enable Agent to apply to the proper authorities for entry permit and make other necessary connections and arrangements. Should the ship fail to arrive in port as scheduled, Principal shall inform Agent 48 hours before the scheduled time. The exact time of arrival shall be given to the local Agent 24 hours before ship's arrival.

Art. 10. Should there be any import cargoes on board, Principal shall send to Agent at the port of discharge 10 days before ship's arrival the import cargo manifest (if there are through cargoes, through cargo manifest is also required) and the stowage plan. The description, weight, nature and consignees of main items of cargoes, and cargoes of bulkiness, heavy lift, over-length, and dangerous nature (explosive, inflammable, poisonous and corrosive) with shipping order number and bill of lading number, should be noted separately on the manifest. In case the voyage is too short for Principal to send the aforesaid papers in time, telegraphic advice of the weight and number of packages of import cargoes and the quantity and location of the heavy, bulky, over-lengthly and dangerous cargoes is necessary.

Art. 11. In case the ship is to load export cargoes booked by Principal, a loading plan (including the description, weight and number of packages of cargoes, name of shipper, name of receiver, port of destination, quantity of dunnaging materials,

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ventilators, separations, mats and wood required, whether tally work is needed, etc.) should be sent to Agent at the port of loading 10 days before ship's arrival in order to enable Agent to attend to all preparatory works. Should there be any changes made to the loading plan, Agent shall be informed by the quickest means 3 days before ship's arrival. All losses and expenses arising from such changes should be borne by Principal.

Art. 12. Principal should send in time to Agent in writing charter-parties and/or contract terms and/or such agreements signed between them and Shipowners and/or Shippers as may make clear the reciprocal responsibilities between Principal and Shipowners and/or Shippers.

Art. 13. With exception to extraordinary circumstances acknowledged by Agent in writing, Principal shall be held responsible for ship's delay in port and all other damages and expenses arising from their failure to comply with the terms stated in Articles 3, 8, 9, 10, 11 and 12.

Art. 14. Agent shall attend to all kinds of work entrusted to them with due diligence and observe Principal's business instructions, terms contained in charter-parties, other agreements and/or special instructions valid during the period of agencyship. Should any of such instructions or agreements be found in contradiction to Chinese law and/or port regulations, Agent may refuse to put them into execution and shall report to Principal of the situation at once. Agent shall be relieved from responsibility for not carrying out the instructions delivered too late.

Art. 15. Agent shall do utmost to comply with Master's written requests for landing of ship's crew, purchase of articles, cash advances, medical attendances and other necessary or temporary business, if such requests are not in contradiction to the laws of the Chinese government or port regulations.

Art. 16. Agent shall do utmost to supply Principal in time with informations of ship's movements and loading and/or discharging conditions as required by Principal.

Art. 17. In case of unusual occurrence which hampers the handling of cargo and/or endangers ship's safety, Agent shall inform Principal by the quickest possible means of the details of the occurrence and measures to be taken and do their best to carry out Principal's instructions, if any. Should Principal's instructions be delivered too late or should the occurrence require immediate disposal, owing to its urgent character, Agent may consult with the Master for settlement and have the course of action reported to Principal in due time. In such cases Principal shall not raise any objection to Agent's actions.

Art. 18. Agent shall supply Principal not later than 7 days after vessel's departure with a conclusive report on services rendered for the voyage, together with various statements in connection with loading and discharge. Contents of the report and statements should be as follows:—

(1) General report on ship's entry and departure, loading and discharge of cargoes and particular matters of the voyage.

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(2) Statements for loading and discharge, including:

- a. time sheet of loading, discharging and mooring (signed by Master),
- b. copy of Bill of Lading,
- c. Export Manifest,
- d. Stowage Plan (signed by Chief Officer),
- e. Survey Report,
- f. Declaration of DWTC and Notice of Readiness signed by Master (in case of discharging vessel, only Notice of Readiness is required),
- g. Shortage/Damage Report and/or Over/Short Landed Cargo Report (signed by Master or Chief Officer).

Item e. and g. may be omitted if there is no such requirement.

The number of copies of these reports and statements shall be supplied and forwarded according to Principal's instructions.

Art. 19. Agent shall, whenever possible, supply Principal with Port Regulations and Tariffs of the ports concerned.

Art. 20. In case of damage and/or shortage of cargo, Agent shall assist Principal to collect all relative evidences for settling claims.

In case of any marine accident to the ship, Agent shall inform Principal by the quickest means and make immediate arrangement for salvage. Principal shall be responsible for the expenses thus incurred.

Art. 22. Agent shall do their best to take care of the ship under their agencyship and protect the rights and interests of the ship while in port.

IV. Disbursements and Settlement of Accounts.

Art. 23. Charges and fees to be collected by this Agency according to the services rendered are as follows:—

(1) Agency fee for ship: Agency fee for ship under the service of this Agency shall be collected according to GRT of the ship AND tons of cargo loaded or discharged. Principal is the sole party from whom agency fee is to be collected.

a. By GRT: For ships under the service of this Agency, with loading and discharging involved or not, or with the purpose of fueling, replenishing stores and fresh water, or repairing only, agency fee shall be collected at JMP. 600 per GRT, any part of a ton being counted as one ton and inward voyage and outward voyage being treated separately. For ships seeking for refuge and requiring this Agency's service for clearance, agency fee shall be collected at JMP. 600 per GRT for both inward and outward voyages (once only).

b. By cargo: This part of agency fee is to be collected according to the tons of cargo actually loaded or discharged (the number of tons shall be based on the figures

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for which Harbour Dues are to be calculated, or on the freight list figures). It shall be calculated according to the following rates:

for 500 tons or under (basic charge)
JMP.2,000,000

for every ton above 500 tons
JMP.1,000

Any quantity under 1 ton is to be counted as 1 ton. Inward voyage and outward voyage shall be treated separately.

(2) Agency fee for service to Charterer: In case this Agency is appointed Agent by both Charterer and Shipowner, in addition to agency fee collected from Shipowner according to section (1) of this Article, agency fee for service to Charterer shall be collected from Charterer at the rate of JMP. 300 per GRT for every Chinese port called by the ship. If this Agency is appointed Agent by Charterer alone, only agency fee for ship shall be collected according to Section (1) of this Article without any agency fee for service to Charterer.

(3) Booking commission: a booking commission of 5% shall be charged on freight collectable for cargoes booked through this Agency.

(4) Handling charges: Handling charges for services rendered by this Agency are as follows:

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a. Supplies and stores: For dunnage, separation; ventilation materials and ship's provisions, stores and sundries, a handling charge of 2% on purchasing price (excluding cartage and delivery charges) shall be collected. For supply of fuel, fresh water and Customs forms, no handling charge is required.

b. Collection of Freight: 1% on nett freight collected shall be charged (in case booking commission has been charged, no handling charge for collection of freight shall be charged).

c. Sale of Passenger Tickets: 5% on value of tickets sold shall be charged.

d. Transhipment of Import Cargo: 2½% on freight for the part of voyage of transhipment shall be charged.

e. Ship repairs: For ship repairs through arrangement of this Agency, a weekly fee shall be charged at JMP. 1,000,000 for the 1st week and JMP. 500,000 each week for the 2nd and subsequent weeks, but for days less than a week no charge shall be required. Salaries and/or allowances for technicians engaged through this Agency shall be charged according to sums actually paid.

f. Handling charges for purchase/sale, chartering and delivery/taking-over of ships, settlement of marine accidents and dealing with shipping and money matters shall be arranged separately.

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Art. 24. Advances for payment of port charges and other disbursements for ships under the agencyship of this Agency shall be made as follows:

- (1) For one voyage agency: After receipt of ship's particulars as supplied by Principal according to Articles 8, 10, 11, 12, Agent shall submit to Principal Estimates for port charges and agency fee for the ship, and shall be made to receive the remittance 3 days before ship's arrival. In case any extra expenses beyond the estimated items should occur, Agent shall ask Principal to make additional remittance. Principal shall be responsible for ship's delay and/or other losses in consequence of his failure to remit the necessary deposit in time.
- (2) For long-term agency: Principal shall remit to Agent in advance sufficient deposit to meet expenditures for the ship. In case additional deposit is deemed necessary, Agent shall inform Principal of the amount as required and Principal in return shall make immediate remittance. Should Principal fail to remit or not remit in time, Agent may refuse to make any advance for ship's disbursements if he is unable to do so. In this case, Agent shall be exempted from responsibility for ship's delay or any other loss thus sustained by the ship.
- (3) If requested by Principal and consented by Agent, advances for ship's disbursements may be made by Agent, but the interest and handling fees charged by the bank shall be borne by Principal.

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(4) For one-voyage agency, in principle, the account is to be settled each voyage with balance returned to or refunded by Principal as the case may be.

(5) For long-term agency, in principle, the account is to be settled each month. Any balance in favour of Principal is to be dealt with according to Principal's instructions. The deposit may be substituted by a letter of credit, but all expenses arising from negotiation for the letter of credit shall be borne by Principal.

(6) All telegraphic charges (including those for remittance of balance of deposits) and bank charges incurred after the establishment of agencyship shall be borne by Principal.

Art. 25. Principal shall authorize Agent to effect payments for port charges and other expenses embodied in the Estimates. For special expenses beyond estimated items (including payments for indemnities), Agent shall contact Principal for instructions before taking any action. Should Principal fail to make any decision in time and/or circumstances permit of no delay, Agent may consult with Master for settlement. In such case, Principal should not raise any objection.

Art. 26. Agent shall make advances to the ship (including purchases of provisions, stores, and sundry articles, medical expenses, and cash advances to Master) against Master's requisitions in writing. Principal should inform Agent of the limit of advances and Agent should make advances within the limit. In case requirements

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exceed the limit, Agent should advise Principal of the case and ask for latter's instructions. Should Principal fail to give any instructions in time, Agent shall not be responsible for any loss thus sustained by the ship.

Art. 27. All disbursements incurred to ship under the agencyship of this Agency shall be collected from Principal. Principal may instruct Agent to collect payment for certain items from the Shipowner or Charterer or Cargo-owner in accordance with the terms agreed upon between either of them and Principal himself. Should the Shipowner or Charterer or Cargo-owner fail to pay, Principal shall be held responsible for the payment.

Art. 28. All vouchers, except those for disbursements listed in Chinese Statutes and/or port regulations and those unable to be obtained in time, should bear Master's, Mate's, or Chief Engineer's signature of acknowledgment. In case expenses arise from services applied by the ship, all original applications or letters should be signed by Master.

Art. 29. Agent shall send to Principal Trip Accounts together with supporting vouchers not later than 10 days after ship's departure.

V. Supplementary Article.

Art. 30. These regulations shall become effective on and from the day of approval and promulgation by the Ministry of Communications of the People's Republic of China.

TRANSLATION.

**GENERAL ARRANGEMENT OF SUPPLY
FOR FOREIGN SHIPS**

(Promulgated January 1st, 1955.)

1. The terms stated below shall be applicable to the requisition and supply of materials and/or stores for the use of ship and/or crew, as requisitioned by the Owner(s) or Charterer(s) or other requisitioner(s) for ship(s) flying foreign flag and under the contract of agencyship of this Agency.
2. The Requisition Order should be delivered to the Agent by telegram or in writing before ship's arrival, detailing descriptions, standard, model and quantity of articles or materials required. Once the order is fulfilled, the ship shall not refuse acceptance of the materials or stores as requisitioned.
3. Only articles and materials for ship's use may be requisitioned and supplied in compliance with the regulations of the local authorities. Articles and materials that are prohibited by the government for export shall not be supplied.
4. When the articles and/or materials as requisitioned are delivered to the ship, the Master or ship's officer-in-charge should sign on the receipts for acknowledgment.
5. The accounts for articles and/or materials as requisitioned should be settled before ship's departure. A detailed statement with all relevant vouchers should be presented to the Master for

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his signature. In case the vouchers cannot be obtained in time and a detailed account cannot be presented before ship's departure, the Master is requested to give a signed letter of acknowledgment as a substitute.

6. For the purpose of facilitating this Agency to supply in time, a monthly or quarterly plan for fuel, dunnaging materials, etc., is to be forwarded to the Agency in advance if the requisitioner is a resident in China.
7. An estimate for minor repairs should be acknowledged by Master's, Mate's, or Chief Engineer's signature before the work is started. In case there is need to make alterations, additional signature of Master, Mate, or Chief Engineer is necessary.
8. All transportation charges for articles or materials for ship's use shall be borne by the requisitioner.
9. Besides the terms herein stated, the supplying of articles and/or materials for ship's use is governed by appropriate articles in "Regulations of Agency Service of China Ocean Shipping Agency."
10. This General Arrangement of Supply for Foreign Ships shall become effective on and from the day of approval and promulgation by the Ministry of Communications of the People's Republic of China.

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地 址

總 公 司	北京交通路口北兵馬司一號
大連分公司	大連中山區海港大樓五門一樓
瀋陽分公司	瀋陽島水明路 26 號
天津分公司	天津塘沽 8 號碼頭
烟台分公司	烟台港大路 10 號
青島分公司	青島館陶路 37 號
上海分公司	上海中山東一路 27 號一樓
廣州分公司	廣州西關龍興廟新街
汕頭辦事處	汕頭南平路 26 號
海口辦事處	海口得勝沙 103 號
榆林港辦事處	海南島榆林港

中國外輪代理公司代理業務章程

(一九五五年一月一日公佈)

- 一、總 則
- 第一條 本局所辦之代理人中國外輪代理公司及其在中國口岸之各分公司，委託代理辦理之業務，均係委託代理辦理之業務，外輪船務公司，租船人按實，主其各國外代理。
- 第二條 委託人及代理人均應遵守本章程規定之條件及辦理代理業務。
- 第三條 委託人應將其委託事項委託代理辦理，代理人應按本章程規定之條件辦理，至於其代理業務，則應按本章程之規定辦理。
- 第四條 委託人及代理人均應遵守本章程規定之條件及辦理代理業務，除本章程規定外，均應遵守本章程。

二、業務範圍

- 第五條 本章程之代理，所謂之業務，代理辦理或租船人委託公司為其

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指定之船舶之代理人。其主要工作為：

1. 代辦船艙出口之一切手續：包括：（1）代辦船艙及港口稅之出納手續；（2）代於泊位，引水，拖船等。
2. 代辦船用之各種物料：包括：（1）船用食品及醫藥用品等；（2）船用燃料，物料，淡水，屬其工具，原料等；（3）船用修理之材料，零件等。
3. 風氣託人之船舶定，辦理：（1）代於貨物之運理，包括貨物之裝載，存貯，移理，理運，理卸，裝卸，搬運，檢驗，證明及整理等；（2）代理貨主代收運費，代付寄費，代辦船艙代收貨款等；（3）代於驗收，裝載，拆裝等；（4）求他關於運費價上代理人他代辦理關於貨物之運理的業務。
4. 代辦船和客運及檢查：包括：（1）水險；（2）陸地小修理；（3）檢查船隻，船隻及附屬設備等。
5. 其他：包括代辦保險，租定後手賬，代辦寄貨單等。

長期委託代理業務：係指代理船務公司業務，除辦理第五條所包括之各項業務外，代辦並處理其在中國口岸之業務，包括：（一）代為處理有關運

- 輪及財務問題；（2）代為處理貨損、海損；（3）代訂承運合同、代訂租船合同、代洽買賣船隻等。
- 上述代理業務，可根據本原則另由合同訂定之。

第六條所指之委託人應於每月二十日以前將下月份來中國口岸船舶之運輸計劃(包括船名、國籍、到達港口、預計到港日期、裝卸貨物噸數、潮價、吃水、船身長度等項)送交代理人，以便列入各港口作業計劃。

委託人隨於船舶抵港前10日將船舶詳細現狀(包括船名、國籍、船舶所有
人姓名、地址、電報掛號、總噸、淨噸、船舶客貨艙艙位數目及各艙口吊
用裝卸、實際航向能力、船隻長度、時速噸數、潮濕吃水、航速、船身特
質)向有權口岸、船舶姓名、原籍、籍貫國籍及來會、登陸後外出登陸
日期、預計停留日期等(這四項內容)船舶如無應徵稅額、隨船、風險材料
及燃料、物料等四項同時提供則無人。

泰証人關於船舶抵達目的港四七十二小時與當地代理人聯繫托港運期及到港前後吃水，以便代理人向港務各方面辦理申請進口並作各種必要聯繫。

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係說，如船主未能如期到港，委託人應於該船到港前四十八小時通知代理人，將船期推遲二十四小時，向當地代理人報告船期延誤時間。

第十條 委託人之船舶如有進口貨物，應於船期到港前四十八小時，將進口貨單（如有通關貨物者，附通關貨單）貨物單據圖和貨物代理人，並隨將大宗貨物之貨名、噸數、性質、收貨人、船名、噸數、重量以及其他貨物品（包括燃料、食品、行李及船艙內之其他物品）交貨單代理人，並應在船單上分別註明。但由該船運送之其他貨物，則應於進口貨物單上，分別註明。委託人及船主、噸數、重量、價值、貨名及性質，均應通知知貨物代理人。

第十一條 委託人之船舶，如運送委託人已完稅的出口貨物時，委託人應於船到港前四十八小時，將貨單註明船名、噸數、性質、收貨人、貨物品、目的地、船名、噸數、重量、價值、貨名及性質（包括燃料、食品、行李及船艙內之其他物品）交貨單代理人，以便作稅務工作。貨單註明日期，應於船期到港前四十八小時以前，以書面方法通知代理人，並應向代理人提供貨單註明日期之一切損失與費用。

第十二條 委託人應將其船舶或貨物所訂之租約，向代理人提供，並應以分辦

委託人與船方或貨方相互責任之一切稅收，及時以書面通知代理人辦理之。

第十三條 委託人如未能依照第三、八、九、十、十一、十二各條規定辦理，因而造成船舶損壞或其他損失與費用，概由委託人負責。但船期延誤情況，經代理人證明者，不在此限。

第十四條 代理人應根據委託人所委託之代理費項目，向其委託人，委託人所給予代理人之酬勞，如委託人所訂之租約，或其他稅收，或委託人在代理期內之船期延誤，代理人均應予以辦理；但上述各條通知，合同內約定之船期延誤，如由中國法令規定之船期延誤，代理人應予處理。並應立即通知委託人。如委託人因延誤而未能以辦理者，代理人應予處理。

第十五條 船主委託之事務，如船主委託、轉賣、借款、買賣及其他臨時必需之事務，如與中國法令及港口章程不相符合時，代理人應向船主之代理人或船主可獲辦理之。

第十六條 代理人應視委託人之需要，隨時及時將船期延誤及船期延誤通知委託人。

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第十七條 如委託人因故，阻礙委託物工作或危及船隻安全時，代理人應將其情
況及處理意見，以書面據實報告委託人，並根據委託人之意見儘力處
理。如委託人之意見與處理，或該項事件有時間性之限制，須立即處理
時，代理人應與船隻隨船隨理之，並將處理經過立即通知委託人，委託人
應予諒察。

1 本航次船舶進出口和貨物裝卸一般情況以及特殊事項之總結報告。

1 本航次船舶進出口和貨物裝卸一般情況以及特殊事項之總結報告。

2 裝船卸船單據包括：（1）貨物裝卸及船舶停泊詳細時間表（裝

(證)：(2)提單抄本；(3)船單；(4)貨物積載圖(十

(5) 檢定報告; (6) 船長簽署之裝貨數量及準備通知書

或大副裝置)，如不需第(5)第(7)之工務，該工務

寄。所有單據之份數及寄遞辦法，應按照委託人通函辦理。

代理人陳佐可處範圍內其餘委毛人子項有關款項已匯交收王夫。

第十九條 代理人應在可能範圍內供給委託人各項有關港口規章及費率表。

第二十二條 貨物發生損壞短少時，代理人應協助委託人收集有關材料以供委託人作爲

理赔依据。

第二十一條 船舶如發生海難情事，代理人應以最迅速方法報知委託人，並立即聯繫有關方面進行營救，所有營救費用應由委託人負責。

第二十二條 代理人對於受委託之船舶，應妥為照料，對於船舶在港口工作中應有之一切權益予以維護。

四、費用及其結算

第二十三條 本公司根據服務情況分別收取下列各項費用：

(一) 船舶代理費：凡委託本公司代理之船舶，根據船舶總噸及船舶進出口貨噸數合併計收船舶代理費，收取對象為委託人。

1 根據總噸：凡委託本公司代理之船舶，不論進出口有無裝卸或專為

加添燃料淡水或專為修理，均按船舶總噸進口及出口各一次計

每担略每夫人民幣六百元（連出作兩夫），不足一噸作一噸計。

倘船舶遲難來港，經委託我公司代辦進出口手續者，則不分進出口

祇按船舶噸噸每噸六百元收取（造出作一次）。

2 根據進出口貨物噸數：按貨物噸數計收之船舶代理費根據在各該港

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本公司出口或出口至中收（從前由收貨保險總局之總局或總局
總局之總局）五百萬及五百萬以內收貨（其數）五百
萬以上者每加一萬收貨一千五百，不足一萬者一萬計，總出口分國
計算。

(一) 租船人代理費：凡由本公司租船人向本公司或其代理人時，除船
東不另收本費（一）項外，其船東代理費外，租船人方面應收
船東代理費總額之百分之三（其數）之代理費。
如船東未予委託代理，則應由租船人向本公司或其代
理人時，即應照本條（二）項所定之船東代理費，不另收船
東人代理費。

(二) 代理費：凡由本公司代理費者，按代理費總額之百分之
五收其代理費。

(三) 手續費：本公司手續費有以下幾項：

1 代辦供應：船隻、船隻、船隻及船用貨品材料等，按供
應價格（不包括運費及費用）加百分之二收其手續費（代辦供應
時，應本（代辦供應費）之百分之二收其手續費）。

2 代收運費：按代收運費總額之百分之二收其（代收運費已由本

公司收其運費者，應照本項手續費）。

3 代售客票：按客票百分之五收其。

4 代辦船口及船口：從前由收貨總局之百分之三收其。

5 代辦船和船：凡委託本公司代辦船和船理工作，除由本公司代
為辦理外，其之薪金及費用由船東負擔，本公司收其手
續費每一項收貨一百萬，自一百萬起每百萬收五十萬，
不足一百萬者收其。

6 代辦船和船：代辦船和船：船東委託者，應照本項手續費及
代為辦理之運費及費用之百分之二收其手續費。

以上各項費用，其收貨及費不足一百萬者，一律按一百萬收其。

第十四條 本公司代理船之港口費用及其他費用其辦法如下：

(一) 本條之代理：委託人按照第十、十一、十二條所列各節通
知代理人後，代理人應照出該等規定之估計費用，由委託人向船東
船東目的港三項運費費用之百分之二收其。如委託人以外之非一般
性的費用，代理人應通知委託人，如委託人同意不付或不得通
時，則因該等費用之支出時，應由委託人負責。

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- (二) 船舶代理費，應由委託人預付，運費則由船主負擔；
- (三) 委託人應向代理人提供必要之文件，如提單、倉單、保險單、以及一切必要之文件，以便代理人向船主或保險公司交涉；
- (四) 凡委託人預付之代理費，以二天為限，如委託人預付之代理費超過二天，則委託人應向代理人支付利息；
- (五) 凡委託人預付之代理費，其利息之計算，係按委託人預付之代理費，以月息一分計算；
- (六) 凡在委託代理期間發生之一切有關費用（包括船務、保險、倉庫、以及一切必要之費用）及船務費均由委託人負擔之。

第二十五條 委託人應向代理人支付估計項目內之港口及其他費用，至於估計項目以外之特殊費用（包括船務、保險、倉庫、以及一切必要之費用），委託人應先向代理人支付，以便代理人向船主或保險公司交涉。

是商洽辦理之，委託人應照辦。

第二十六條 代理人應向委託人提供必要之文件，如提單、倉單、保險單、以及一切必要之文件，以便委託人向船主或保險公司交涉；

第二十七條 代理船舶之費用，應由委託人預付，運費則由船主負擔；

第二十八條 除中國安全港內之費用外，其餘一切費用，均由委託人負擔；

第二十九條 代理人應於船舶離港後十日內，向委託人提供必要之文件，如提單、倉單、保險單、以及一切必要之文件，以便委託人向船主或保險公司交涉。

五、附則

第三十條 本章程自中華民國五十五年一月一日起施行。

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代辦外輪供應辦法

(一九五五年一月一日公佈)

- (一) 凡本公司代理之外輪，不論船方或租船人，其他委託人向本公司委託代辦外輪之有關係之物品，均按下列辦法辦理之。
- (二) 由船方或租船人或委託人於船到港前以電報或書面通知本公司之船用物品，分別開列其名稱、規格、數量，此項通知委託代辦之物品，一經代辦即予不發還。
- (三) 委託代辦之物品，以船用為限，並須符合有關主管部門之規定，凡非船用及禁出口者，不予代辦。
- (四) 所委託代辦之物品送到船上時，應由船方或租船人簽收。
- (五) 在開船前委託代辦之物品限自十日以前，若將貨單交還委託代辦，則其貨單可於開船前交還，其貨單即行收回，其貨單可於開船後交還。
- (六) 國內委託代辦之燃料、通風、電燈、物品等，應按規定，交還船方或租船人。

劃，以及及時代辦。

- (七) 小輪的代理，應事先與船方或租船人，經船方、大副或船長簽發後再行開工，修理工作必須與船方或租船人簽發時，應與船方、大副或船長簽發之簽發。
- (八) 船用物品之各項運費費用由委託代辦人負。
- (九) 除本辦法所列各條外委託代辦之中國代理公司代理之船舶中，如有委託代辦之物品，應按本辦法辦理。
- (十) 本辦法自中華人民共和國海運部批准公佈之日起實行。

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